

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION

GLADYS YOLTON, WILBUR  
MONTGOMERY, ELSIE TEAS, ROBERT  
BETKER, EDWARD MAYNARD, and  
GARY HALSTEAD, on behalf of themselves  
and a similarly situated class,

Plaintiffs,

Case No. 02-75164

v.

Honorable Patrick J. Duggan

EL PASO TENNESSEE PIPELINE CO., and  
CASE CORPORATION, a/k/a CASE  
POWER EQUIPMENT CORPORATION,

Defendants

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**OPINION AND ORDER DENYING EL PASO TENNESSEE PIPELINE CO.'S  
MARCH 20, 2008 MOTION FOR CLARIFICATION**

At a session of said Court, held in the U.S.  
District Courthouse, Eastern District of  
Michigan, on May 6, 2008.

PRESENT: THE HONORABLE PATRICK J. DUGGAN  
U.S. DISTRICT COURT JUDGE

This matter is before the Court on a motion filed by Defendant El Paso Tennessee Pipeline Company (“El Paso”) for clarification of various opinions and orders entered by the Court on March 7, 2008. Specifically, El Paso seeks clarification “with respect to the question of whether the retiree health benefits that the Court has ruled were vested, and thus ‘lifetime,’ were not only of lifetime duration, but also immutable as to design, level, and cost.” (El Paso Mot. at 1.) On April 8, 2008, this Court issued a notice informing the

parties that it would permit Plaintiffs to submit a response to the motion, if they desired to do so. Plaintiffs filed a response on April 23, 2008. Because the Court believes that its decisions clearly and accurately state the Court's ruling, the Court denies El Paso's request for clarification.

On July 27, 2005, El Paso filed a motion asking the Court to modify the preliminary injunction issued on December 31, 2003, that required Defendants to resume "the same insurance coverage" Plaintiffs enjoyed before Defendants required them to make substantial contributions. Specifically, El Paso sought to make certain proposed "administrative" and "material plan design" changes to the health insurance plan it provides Plaintiffs. As well, in a subsequently filed summary judgment motion, El Paso asked the Court to find that the proposed changes are permissible even if the Court concludes on summary judgment that Plaintiffs are entitled to vested retiree health insurance benefits. El Paso argued that even if health care benefits vest, changes to the types and levels of benefits are not precluded.

On March 7, 2008, the Court issued an opinion and order granting summary judgment to Plaintiffs on the issue of whether they are vested retiree health insurance benefits. (Doc. 380.) In a separate opinion and order issued on the same date, the Court also held that "[w]here specific levels and types of coverage have been negotiated and agreed to (i.e. contracted for), . . . this Court does not believe that changes to those levels and/or types of benefits can be imposed unilaterally by [the party liable for those benefits] or the courts." (Doc. 381 at 10.) As the Court stated in that opinion and order, it found

that the changes El Paso sought to make to Plaintiffs' benefits were contrary to the specific levels and types of benefits set forth in the relevant labor agreements. (*Id.* at 1, 12-13.) Therefore, the Court denied El Paso's motion for approval of administrative and plan design changes to Plaintiffs' health insurance plan.

El Paso now asserts that clarification is necessary with respect to whether the retiree health insurance benefits that the Court ruled on summary judgment to be vested and thus lifetime, were not only of limited duration, but also "immutable" as to design, level, and costs. The Court did not (and does not) hold that vested lifetime benefits are *necessarily* "immutable." Instead, whether a party obligated to provide lifetime benefits is entitled to modify those benefits depends upon the benefit changes sought and the benefits for which the parties bargained. The Court believes that its prior decisions clearly state this rule. No further clarification is necessary or possible in this case at this time.

Accordingly,

**IT IS ORDERED**, that El Paso's March 20, 2008 motion for clarification is  
**DENIED.**

s/PATRICK J. DUGGAN  
UNITED STATES DISTRICT JUDGE

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